IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

Stacy Lynn White,	)	
	)	
Plaintiff,	)	Civil Action File No.:
	)	
v.	)	
	)	**COMPLAINT**
Experian Information Solutions, Inc.;	)	**WITH JURY TRIAL DEMAND**
	)	
and Nationwide Recovery Service, Inc.	)	
	)	
Defendants.		

PRELIMINARY STATEMENT

This action for damages is based on Defendants' false reporting on Plaintiff's credit file and/or consumer reports, failures to follow reasonable procedures to assure maximum possible accuracy of the information concerning Plaintiff, and failures to conduct reasonable reinvestigations with respect to such information.

PARTIES

1. Plaintiff, Stacy Lynn White, is a natural person who resides in Bartow County, Georgia.

2. Plaintiff is an individual and is therefore a "consumer" as that term is defined by 15 U.S.C. § 1681a(c).

3. Plaintiff is allegedly obligated to pay a debt and is therefore a "consumer" as that term is defined by 15 U.S.C. § 1692a(3).

4. Defendant, Experian Information Solutions, Inc. (hereinafter "Experian"), is a corporation formed under the laws of the State of Ohio, headquartered in the State of California, and registered to do business in the State of Georgia. Experian may be served with process via its registered agent, C T Corporation System, at 1201 Peachtree Street NE, Suite 1240, Atlanta, Georgia 30361-3514.

5. Experian regularly assembles and/or evaluates consumer credit information for the purpose of furnishing consumer reports to third parties and uses interstate commerce to prepare and/or furnish the reports. Accordingly, Experian is a "consumer reporting agency" as that term is defined by 15 U.S.C. § 1681a(f).

6. Defendant, Nationwide Recovery Service, Inc. (hereinafter "Nationwide"), is a corporation formed under the laws of the State of Tennessee and registered to do business in the State of Georgia. Nationwide may be served with process via its

registered agent, Scott Tsanos, at 5655 Peachtree Parkway, Suite 211, Norcross, Georgia 30092-2828.

7. Nationwide regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions, such as Plaintiff's transactions at issue in this lawsuit and described herein, and is therefore a "furnisher" as that term is used in 15 U.S.C. § 1681s-2.

8. Nationwide uses interstate commerce and/or mail in its business. The principal purpose of Nationwide's business is the collection of consumer debts. Nationwide also regularly collects, or attempts to collect, directly, or indirectly, debts owed or due, or asserted to be owed or due, to a third party. Nationwide is therefore a "debt collector" as that term is defined by 15 U.S.C. § 1692a(6).

JURISDICTION AND VENUE

9. This Court has federal question jurisdiction over Plaintiff's Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681, *et seq*., claims pursuant to 15 U.S.C. § 1681p and 28 U.S.C. § 1331. This Court's jurisdiction over Plaintiff's Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692, *et seq*., claims likewise arises

under 28 U.S.C. § 1331. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367.

10. This Court has personal jurisdiction over Defendants because, *inter alia*, Defendants frequently and routinely conduct business in the State of Georgia, including the conduct complained of herein.

11. Pursuant to 28 U.S.C. § 1391, venue is proper in the Northern District of Georgia because a substantial part of the events or omissions giving rise to the claims occurred in this district. Pursuant to LR 3.1B(3), NDGa, venue is proper in the Atlanta Division because one or more Defendants maintain agents for service of process within the Atlanta Division.

Factual Allegations Derived from Plaintiff's Bankruptcy Case

12. On June 23, 2015, Plaintiff filed a Chapter 13 Voluntary Bankruptcy Petition in the United States Bankruptcy Court for the Northern District of Georgia, Rome Division, Case Number 15-41454 (the "Bankruptcy Case").

13. In Schedule F of her Bankruptcy Petition, Plaintiff listed Nationwide as having two unsecured claims in the amounts of $69.00 and $28.00 represent charges for medical services. (the "Nationwide Debts").

14. On or about June 26, 2015 Nationwide was served with notice of the Plaintiff's bankruptcy case and its inclusion as an unsecured creditor by the Bankruptcy Noticing Center.

15. The Bankruptcy Case is currently pending and Plaintiff continues to substantially perform under the terms of her Confirmed Plan.

Factual Allegations Pertinent to All Defendants

16. The reporting of consumer credit information, by credit reporting agencies ("CRAs") and data furnishers, is the foundation of credit risk scoring and impacts the financial lives of consumers in innumerable ways, including the availability and cost of credit, housing opportunities, leasing prospects, insurance availability and cost, utility service, and even employment. Between two and three million consumer reports are issued by credit bureaus each day. See, *http://www.cdiaonline.org/about.cfm*.

17. The Consumer Data Industry Association ("CDIA") is an international trade association, representing over 140 members involved in credit reporting, mortgage reporting, check verification, tenant and employment screening, collection services, and fraud verification services, and the CDIA is active in both federal and state

legislative affairs, public relations, education, and the promulgation of industry standards.

18. Because consumer credit reporting information is such sensitive data that has far reaching implications for most, if not all, consumers, the CDIA works together with CRAs to develop, maintain and enhance industry-standard reporting formats and guidelines.

19. To further assist CRAs and data furnishers with performing their due diligence and reporting accurate, complete, and timely data, in satisfaction of the FCRA's legal requirements, the CDIA offers extensive training, education, and support to CRAs and data furnishers.

20. The CDIA's extensive training and support offerings include FCRA certification programs for both CRAs and data furnishers, to assist each in maintaining compliance with FCRA regulations.

21. Because standardized methods are of paramount importance to the accurate, complete and timely reporting of consumer credit data, the CDIA can and will revoke FCRA certification for failure to adhere to the standards set by the CDIA.

22. In cooperation with the major CRAs, CDIA publishes the Metro 2 ("Metro 2") reporting standards to assist furnishers with their compliance requirements under the FCRA. CDIA's reporting products are used in more than nine billion transactions each year. See, *http://www.cdiaonline.org/about/index.cfm?unItemNumber=515*

23. The Metro 2 standards provide uniformity in the reporting and interpretation of credit data, including credit risk scoring.

24. The Fair Isaac Corporation credit risk scoring system, commonly referred to as FICO, is the leading credit scoring system, and utilizes data reported by credit reporting agencies and furnishers which are, ostensibly, in compliance with Metro 2 standards.

25. Defendants have actual knowledge that entities that perform credit risk scoring, and other functions utilizing the data reported by Defendants, assumes Defendants' compliance with Metro 2 standards.

26. At all times relevant hereto, Experian adopted and implemented the Metro 2 format for their reporting of consumer data and, as an integral aspect of its duties under the FCRA, is required to have in place adequate and reasonable policies and procedures to handle investigations of disputed information.

27. At all times relevant hereto, Nationwide adopted and implemented the Metro 2 format for their reporting of consumer data and, as an integral aspect of its duties under the FCRA, is required to have in place adequate and reasonable policies and procedures to handle investigations of disputed information.

28. Experian, in conjunction with the other major credit reporting agencies, developed a browser-based software system that allows credit reporting agencies to electronically notify furnishers of disputed credit reporting and for furnishers to respond to such disputes following investigation. The system is commonly referred to as e-OSCAR and was designed to be Metro2 compliant. See, *http://www.e-oscar.org/*

29. The failure on the part of a CRA and/or a furnisher to adhere to the accepted Metro 2 standards increases the probability of a reported item being false or materially misleading and adversely affecting the consumer.

Factual Allegations Derived from Reporting to and by Experian

30. On or about March 14, 2016, Plaintiff obtained a copy of her consumer report as published by Experian.

31. The March 14, 2016, Experian report contained erroneous information as provided by Nationwide, and as published and reported by Experian.

32. Specifically, the report shows the Nationwide Debts included in Plaintiff's bankruptcy case as being in active collection as opposed to "in bankruptcy" or some similar designation.

33. The relevant portions of the Nationwide tradelines appeared in the March 14, 2016, Experian report as follows:

NATIONWIDE RECOVERY SERVICES 545 INMAN ST CLEVELAND TN 37311 **Phone number** (423) 472 4600 **Partial account number** 7147379 **Address identification number** 0657298670 **Original creditor** HARBIN CLINIC LLC	**Date opened** Dec 2014 **First reported** Jan 2015 **Date of status** Jan 2015	**Type** Collection **Terms** 1 Months **Monthly payment** Not reported	**Credit limit or original amount** $28 **High balance** Not reported	**Recent balance** $28 as of Jul 2015	**Responsibility** Individual **Status** Collection account. $28 past due as of Jul 2015. This account is scheduled to continue on record until Apr 2021.

(Remaining portion of tradeline omitted.)

NATIONWIDE RECOVERY SERVICES 545 INMAN ST CLEVELAND TN 37311 **Phone number** (423) 472 4600 **Partial account number** 7248061 **Address identification number** 0657298670 **Original creditor** HARBIN CLINIC LLC	**Date opened** Jan 2015 **First reported** Feb 2015 **Date of status** Mar 2015	**Type** Collection **Terms** 1 Months **Monthly payment** Not reported	**Credit limit or original amount** $69 **High balance** Not reported	**Recent balance** $69 as of Jul 2015	**Responsibility** Individual **Status** Collection account. $69 past due as of Jul 2015. This account is scheduled to continue on record until Apr 2021.

(Remaining portion of tradeline omitted.)

34. Because the Nationwide Debts are included in Plaintiff's Bankruptcy Case, the information described above was false, misleading and incomplete.

35. In a letter dated August 16, 2016, Plaintiff disputed the inaccurate and misleading information directly to Experian and advised Experian that all of the debts referenced above are included in her Bankruptcy Case and should not be reporting any other status.

36. Pursuant to 15 U.S.C. § 1681i, Experian had a duty to notify Nationwide and to conduct a reasonable reinvestigation and correct the tradelines or delete them from Plaintiff's file.

37. Upon information and belief, Experian timely notified Nationwide of Plaintiff's dispute, via e-OSCAR or otherwise, as required by 15 U.S.C. § 1681i.

38. Pursuant to 15 U.S.C. § 1681s-2, Nationwide each had a duty to conduct an investigation with respect to the disputed information, and to modify or delete that information appropriately.

39. In a document dated October 31, 2016, Experian advised Plaintiff that it had researched the dispute, and provided a "revised report" that reflected its findings.

40. Experian provided a copy of the Nationwide tradelines as reported "post-investigation" which reproduced the errors identified by Plaintiff in her original dispute letter.

41. Specifically, the new Nationwide tradelines appeared in the revised October 31, 2016, Experian report as follows:

NATIONWIDE RECOVERY SERVICES 545 INMAN ST CLEVELAND TN 37311 **Phone number** (423) 472 4600 **Partial account number** 4775961 **Address identification number** 0657298670 **Original creditor** HARBIN CLINIC LLC	**Date opened** Dec 2014 **First reported** Jan 2015 **Date of status** Feb 2015	**Type** Collection **Terms** 1 Months **Monthly payment** Not reported	**Credit limit or original amount** $28 **High balance** Not reported	**Recent balance** $28 as of Oct 2016	**Responsibility** Individual **Status** Collection account. $28 past due as of Oct 2016. This account is scheduled to continue on record until Apr 2021.

NATIONWIDE RECOVERY SERVICES 545 INMAN ST CLEVELAND TN 37311 **Phone number** (423) 472 4600 **Partial account number** 4865746 **Address identification number** 0657298670 **Original creditor** HARBIN CLINIC LLC	**Date opened** Jan 2015 **First reported** Feb 2015 **Date of status** Mar 2015	**Type** Collection **Terms** 1 Months **Monthly payment** Not reported	**Credit limit or original amount** $69 **High balance** Not reported	**Recent balance** $69 as of Oct 2016	**Responsibility** Individual **Status** Collection account. $69 past due as of Oct 2016. This account is scheduled to continue on record until Apr 2021.

42. The post-investigation reporting of Experian and Nationwide is, independently and jointly, false, incomplete and misleading.

43. The post-investigation reporting of Experian and Nationwide, independently and jointly, is in derogation of the Metro 2 reporting standards adopted by each Defendant and contrary to each Defendant's internal policies and procedures.

44. The Defendants respective failures to adhere to their adopted guidelines renders the reporting both false, incomplete and materially misleading.

45. There is no indication in the tradelines of the "verified" report that the Plaintiff has disputed the information reported and published by Experian and Nationwide. The failure to note the legitimate dispute by the Plaintiff of the relevant tradelines renders the reporting materially misleading.

Damages

46. The reporting of the Defendants, independently and jointly, breached their respective duties as described herein.

47. Defendants had actual notice that the information they were reporting regarding Plaintiff and the Debts was false, deceptive, and misleading.

48. Defendants failed to correct their false, deceptive, and misleading reporting as described herein.

49. Defendants continued to report the false, deceptive, and misleading information regarding Plaintiff and the Debts.

50. Accordingly, Defendants' conduct was willful.

51. Upon information and belief, Defendants have published the false and misleading information regarding Plaintiff to third parties.

52. As a result of Defendants' willful actions and omissions, Plaintiff is eligible for statutory damages.

53. Additionally, as a result of Defendants' actions and omissions, Plaintiff has suffered actual damages, including out-of-pocket expenses in challenging Defendants' wrongful representations regarding the Debts, as well as frustration, worry, and aggravation resulting from such false and misleading representations.

54. Moreover, as a result of the actions and omissions of Defendants, Plaintiff's actual damages also include the illegitimate suppression of her Fair Isaac Corporation ("FICO") credit score and other credit rating modeling scores. Moreover, Defendants' failures to correct and clear the inaccuracies in Plaintiff's and Experian reports creates a material risk of financial harm to Plaintiff stemming from the decreased perception of Plaintiff's credit-worthiness.

CAUSES OF ACTION

COUNTS I & II

VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
15 U.S.C. §§ 1681e(b) and 1681i
Experian Information Solutions, Inc.

55. Plaintiff incorporates by reference paragraphs 1 through 54 as though fully stated herein.

56. Pursuant to 15 U.S.C. § 1681e(b), Experian is responsible for following reasonable procedures to assure maximum possible accuracy of information whenever it prepares consumer reports.

57. Experian's duty under 15 U.S.C. § 1681e(b) extends to reinvestigation reports and consumer disclosures.

58. Pursuant to 15 U.S.C. § 1681i(a)(1)(A), Experian had an affirmative duty to independently investigate the disputes submitted by Plaintiff.

59. Pursuant to 15 U.S.C. § 1681i(a)(2), Experian was required to communicate the specifics of Plaintiff's disputes to Nationwide.

60. A consumer reporting agency's reasonable reinvestigation must be a good faith effort to ascertain the truth; a reasonable reinvestigation must answer the substance of

the consumer's dispute, and may not merely be a *pro forma* record review that simply begs the question.

61. In order to conduct a reasonable reinvestigation, and pursuant to 15 U.S.C. § 1681i(a)(4), Experian was required to review and consider all relevant information submitted by Plaintiff.

62. Plaintiff's disputes were clear and unambiguous as to the inaccuracies of Experian's reporting.

63. Plaintiff provided all the relevant information necessary for Experian to reinvestigate and correct the inaccuracies in its reporting.

64. Experian breached its duties as described herein as to each of the tradelines described herein.

65. If Experian had conducted a reasonable reinvestigation of Plaintiff's dispute, Experian would have reviewed and considered all of the information Plaintiff submitted in her dispute letter, and would have easily detected that what was being reported was factually incorrect, inaccurate, and misleading.

66. If Experian had conducted a reasonable reinvestigation of Plaintiff's dispute, the tradeline on Plaintiff's Experian consumer report would have been appropriately corrected.

67. Due to Experian's failures to follow reasonable procedures to assure maximum possible accuracy of information, and failures to conduct a reasonable reinvestigation of Plaintiff's disputes, the false and misleading information in Plaintiff's credit file and on Plaintiff's Experian report was not appropriately modified.

68. Experian had all the information necessary to correct its reporting. Yet, Experian failed to correct the information in the face of clear evidence that its reporting was false and misleading. The failure indicates that Experian's review procedures were not reasonable.

69. The fact that Experian had all the information necessary to correct its reporting, yet failed to do so in an appropriate manner, further indicates that Experian recklessly disregarded Plaintiff's disputes and the requirements of the FCRA, amounting to a willful violation of the statute.

70. Experian willfully, or in the alternative negligently, violated 15 U.S.C. § 1681e(b) by failing to follow reasonable procedures to assure the maximum possible

accuracy of information concerning Plaintiff in her consumer reports, in reckless disregard of the statutory requirements, Plaintiff's disputes, and the publicly recorded Bankruptcy Case filings.

71. Experian willfully, or in the alternative negligently, violated 15 U.S.C. § 1681i in multiple ways, including without limitation, by failing to conduct a reasonable reinvestigation of Plaintiff's dispute, and by failing thereafter to appropriately modify information in her file and on her consumer report in reckless disregard of the statutory requirements, Plaintiff's dispute, and the publicly recorded Bankruptcy Case filings.

72. As a result of Experian's violations of 15 U.S.C. §§ 1681e(b) and 1681i, Plaintiff has suffered actual damages as described herein. Plaintiff is, therefore, entitled to recover actual damages from Experian pursuant to 15 U.S.C. §§ 1681n and 1681o.

73. Experian's actions and omissions were willful, rendering Experian liable to Plaintiff for punitive damages and/or statutory damages pursuant to 15 U.S.C. § 1681n.

74. Plaintiff is entitled to recover costs and attorneys' fees from Experian pursuant to 15 U.S.C. §§ 1681n and 1681o.

COUNTS III and IV

VIOLATIONS OF THE FAIR CREDIT REPORTING ACT,

15 U.S.C. § 1681s-2(b)
Nationwide Recovery Service, Inc.

75. Plaintiff incorporates by reference paragraphs 1 through 54 as though fully stated herein.

76. Pursuant to 15 U.S.C. § 1681s-2(a), Nationwide is responsible for providing accurate information whenever it furnishes information to any consumer reporting agencies.

77. Upon information and belief, Experian timely notified Nationwide of Plaintiff's disputes, and provided Nationwide with all the relevant information that Plaintiff had submitted.

78. Pursuant to 15 U.S.C. § 1681s-2(b), Nationwide had a duty to investigate Plaintiff's disputes and accurately report its findings to Experian.

79. A furnisher's investigation must be a good faith effort to ascertain the truth; a reasonable investigation must answer the substance of the consumer's dispute, and may not merely be a *pro forma* record review that simply begs the question.

80. In order to conduct a reasonable investigation, and pursuant to 15 U.S.C. § 1681s-2(b), Nationwide was required to review and consider all relevant information submitted by Plaintiff to Experian.

81. Plaintiff's disputes were clear and unambiguous as to the inaccuracies of reporting the Nationwide Debts as in active collections as opposed to "in bankruptcy".

82. Nationwide breached its duties as described herein.

83. If Nationwide had conducted a reasonable investigation of Plaintiff's dispute, Nationwide would have reviewed and considered all of the information Plaintiff submitted to Experian in her disputes, and would have easily detected that what was being reported was factually incorrect, inaccurate, and misleading.

84. If Nationwide had conducted a reasonable investigation of Plaintiff's dispute, the tradeline on Plaintiff's consumer reports would have been corrected accordingly.

85. Due to Nationwide's failures to provide accurate information, and failures to conduct reasonable investigations of Plaintiff's dispute, the false and misleading information in Plaintiff's credit file and on Plaintiff's reports as described herein was not appropriately modified.

86. Nationwide had all the information necessary to correct its reporting. Yet, Nationwide failed to suitably correct its reporting in the face of clear evidence that it

was false and misleading. The failure indicates that Nationwide's review procedures were not reasonable.

87. The fact that Nationwide had all the information necessary to correct its reporting, yet failed to appropriately do so, further indicates that Nationwide recklessly disregarded Plaintiff's dispute and the requirements of the FCRA, amounting to a willful violation of the statute.

88. Nationwide willfully, or in the alternative negligently, violated 15 U.S.C. § 1681s-2(b) by failing to conduct a reasonable investigation upon receiving notice of Plaintiff's disputes from Experian; by failing to appropriately report the results of its investigation; and by failing to appropriately modify the disputed information, in reckless disregard of the statutory requirements; Plaintiff's disputes, and the publicly recorded Bankruptcy Case filings.

89. As a result of Nationwide's violations of 15 U.S.C. § 1681s-2(b), Plaintiff has suffered actual damages as stated herein. Plaintiff is, therefore, entitled to recover actual damages from Nationwide under 15 U.S.C. §§ 1681n and 1681o.

90. Nationwide's actions and omissions were willful, rendering Nationwide liable to Plaintiff for punitive damages and/or statutory damages pursuant to 15 U.S.C. § 1681n.

91. Plaintiff is entitled to recover costs and attorneys' fees from Nationwide pursuant to 15 U.S.C. §§ 1681n and 1681o.

COUNT V

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §§ 1692e, 1692e(2), 1692e(8), and 1692e(10) Nationwide Recovery Service, Inc.

92. Plaintiff incorporates by reference paragraphs 1 through 54 as though fully stated herein.

93. The accounts being collected by Nationwide were medical bills and thus "consumer debts" as defined by 15 U.S.C. § 1692a(5).

94. Nationwide's reporting account information to Experian was in furtherance of its efforts to collect a consumer debt.

95. In attempting to collect the consumer debts, Nationwide violated multiple provisions of the FDCPA, including without limitation 15 U.S.C. §§ 1692e, 1692e(2), 1692e(8), and 1692e(10).

96. As a result of Nationwide's violations of the FDCPA, Plaintiff has suffered actual damages. Plaintiff is therefore entitled to recover actual damages under 15 U.S.C. § 1692k.

97. Under 15 U.S.C. § 1692k, Plaintiff is also entitled to recover from Nationwide $1,000 in statutory damages and reasonable attorney's fees and costs.

COUNT VI

VIOLATIONS OF THE GEORGIA FAIR BUSINESS PRACTICES ACT O.C.G.A. § 10-1-393(a) Nationwide Recovery Service, Inc.

98. Plaintiff incorporates by reference paragraphs 1 through 54 and 93 through 97 as though fully stated herein.

99. O.C.G.A. § 10-1-393(a) broadly prohibits unfair business practices.

100. It was unfair and deceptive for Nationwide to falsely report the status of Plaintiff's account to Experian in an effort to collect debts that were scheduled in bankruptcy.

101. As pled above, Plaintiff was harmed by Nationwide's unfair conduct.

102. Upon information and belief, Nationwide regularly reports information to credit reporting agencies in an effort to collect outstanding debts.

103. Upon information and belief, reports to credit reporting agencies are Nationwide's *modus operandi* for debt collection and are done on a wide scale.

104. Nationwide's conduct amounts to an unfair business practice.

105. Nationwide's conduct has implications for the consuming public in general and potential negative impact on the consumer marketplace.

106. As a result of Nationwide's violations of O.C.G.A. § 10-1-393(a), Plaintiff is entitled to recover general damages pursuant to O.C.G.A. § 10-1-399(a).

107. As a result of Nationwide's willful and wanton violations of O.C.G.A. § 10-1-393(a), Plaintiff is entitled to recover exemplary damages pursuant to O.C.G.A. § 10-1-399(a).

108. Nationwide's actions were intentional, rendering it liable for treble damages pursuant to O.C.G.A. § 10-1-399(c).

109. Plaintiff is entitled to recover reasonable attorney's fees and expenses pursuant to O.C.G.A. § 10-1-399(d).

110. Furthermore, because Nationwide has acted in bad faith, been stubbornly litigious, and/or caused Plaintiff unnecessary trouble and expense, Plaintiff is also

entitled to an award of reasonable attorney's fees and expenses pursuant to O.C.G.A. § 13-6-11.

TRIAL BY JURY

Plaintiff is entitled to and hereby requests a trial by jury.

WHEREFORE, Plaintiff prays that judgment be entered in her favor and against Defendants, jointly and severally, for:

a.) Plaintiff's actual damages;

b.) Punitive and/or statutory damages pursuant to 15 U.S.C. § 1681n;

c.) General, exemplary, and treble damages pursuant to O.C.G.A. §§ 10-1-399(a) & (c);

d.) Reasonable attorney's fees and costs pursuant to 15 U.S.C. §§ 1681n and/or 1681o and 1692k O.C.G.A. §§ 10-1-399(d) and/or 13-6-11;

e.) Statutory damages against Defendant Nationwide pursuant to 15 U.S.C. § 1692k; and

f.) Such other and further relief as may be just and proper.

Respectfully submitted this 21st day of December, 2016.

BERRY & ASSOCIATES

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